



One Vision. One Durham.

A G E N D A

**Durham Public Schools Board of Education
Administrative Services Committee
August 8, 2013**

Fuller Administration Building, 511 Cleveland Street, Durham, NC

1. Call to Order 4:30 p.m.
2. Moment of Silence
3. Agenda Review and Approval
4. Administrative Services Committee Meeting Minutes
 - June 18, 2013
5. Public Comment
6. **Finance**
 - a. 2013-2014 Budget Update
7. **Operational Services**
 - a. Y. E. Smith Elementary School – Emergency Summer Repairs
 - b. Neal Middle School – Bids for Temporary Mobile Classrooms
 - c. Easley Elementary School – Bids for Asphalt Paving
 - d. Insurance Renewals and Program Overview
 - e. Bids for Criminal Background Checks
 - f. Driver’s Education Salary Schedule
 - g. Information Technology – Refresh Project Update
 - h. Program Evaluation Process
8. **Board of Education**
 - a. Minority Male Achievement in Durham Public Schools
9. Follow-Up Items
10. Adjournment

Mission Statement

In collaboration with our community and parents, the mission of Durham Public Schools is to provide all students with an outstanding education that motivates them to reach their full potential and enables them to discover their interests and talents, pursue their goals and dreams, and succeed in college, in the workforce and as engaged citizens.

Date: August 8, 2013



Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Subject: Administrative Services Committee Meeting Minutes

Staff Liaison Present:

Phone #

Main Points:

Attached for committee consideration and approval are the following meeting minutes:

- June 18, 2013

Fiscal/Goal Implications:

None

Recommendation	
Information	<input type="checkbox"/>
Discussion	<input type="checkbox"/>
Action	<input checked="" type="checkbox"/>
Consent	<input type="checkbox"/>

MINUTES
Administrative Services Committee of the
Durham Public Schools of Education
June 18, 2013

The Administrative Services Committee of the Durham Public Schools Board of Education held a meeting on Thursday, June 18, 2013 at 3:00 p.m. in the Board Room of the Fuller Building, 511 Cleveland Street, Durham, NC.

Board Members Present

Natalie Beyer, Chair; Pastor Davis, Vice-Chair; Leigh Bordley; Minnie-Forte-Brown; Heidi Carter and Omega Parker.

Administrators Present

Dr. Eric Becoats, Superintendent; Scott Denton, Executive Director of Auxiliary Services; Le Boler, Program Strategist; Dr. Lewis Ferebee, Chief of Staff; Eunice Sanders, Consultant; Tim Carr, Program Director for Construction & Capital Planning; Jim Keaten, Executive Director of Child Nutrition Services; William Sudderth-III, Director of Public Information; Dr. Tina Hester; Chief Human Resource Officer; Chrissy Pearson, Chief Communications Officer; Jim Key, Area Superintendent for High Schools; Dr. Julie Spencer, Area Superintendent for Middle Schools.

Attorney Present

Ken Soo

Call to Order/Moment of Silence

Chair Beyer called the meeting to order and a moment of silence was observed.

Agenda Review and Approval

No changes to agenda.

Approval of Minutes

Pastor Davis moved the minutes be approved. The motion was adopted.

General Public Comment

Due to all speakers being in attendance for the Single Gender item, Ms. Beyer suggested to move forward with other agenda items and conduct public comment at the beginning of the Single Gender agenda item.

Ms. Beyer recognized Scott Denton (who was filling in for Mr. Osteen) to introduce the Operational Services items.

Mr. Carr stated that the reallocation of the 2007 Bond funds (New High School “A”) has provided for asphalt overlay and tennis court resurfacing at Hillside High School which are in immediate need of replacement.

Mr. Carr explained that bids were received on May 21, 2013 from four qualified bidders. Mr. Carr shared that the lowest, responsive, responsible bidder is Recreational Ventures, Inc. dba Court One with a total bid of \$461,263. Mr. Carr stated that the contract is within the project budget and Minority Business Enterprise participation is 43%.

Several board members expressed concern regarding “Durham” contractors not adhering to the minimum requirement for Minority Business Enterprise participation. Ms. Forte-Brown suggested that the board not approve bids to Durham vendors who do not have sufficient Minority Business Enterprise percentage.

Jordan High School – Bids for Paving and Tennis Court Renovations

Mr. Carr stated that reallocation of the 2007 Bond funds (New High School “A”) has provided for asphalt overlay and tennis court resurfacing at Jordan High School which are in immediate need of replacement.

Mr. Carr explained that bids were received on May 21, 2013 from four qualified bidders. Mr. Carr shared that the lowest, responsive, responsible bidder is Recreational Ventures, Inc. dba Court One with a total bid of \$432,101.00. Mr. Carr stated that the contract is within the project budget and Minority Business Enterprise participation is 46.9%.

Northern High School – Bids for Paving and Tennis Court Renovations

Mr. Carr shared that the reallocation of the 2007 Bond funds (New High School “A”) has provided for asphalt overlay and tennis court resurfacing at Northern High School which are in immediate need of replacement.

Mr. Carr stated that bids were received on May 14, 2013 from three qualified bidders. Mr. Carr shared that the lowest, responsive, responsible bidder is S & S Building & Development, LLC with a total bid of \$430,216.78. Mr. Carr explained that the contract is within the project budget and Minority Business Enterprise participation is 37.4%.

Riverside High School – Bids for Paving and Tennis Court Renovation

Mr. Carr stated that the reallocation of the 2007 Bond funds has provided for asphalt overlay and tennis court resurfacing at Riverside High School which is immediate need of replacement.

Mr. Carr shared that bids were received on May 14, 2013 from three qualified bidders. Mr. Carr explained the lowest, responsive, responsible bidder is S & S Building & Development LLC with a total bid of \$430,856.02.00. Mr. Carr stated that the contract was within the project budget and Minority Business Enterprise participation is 35.2%.

Board members requested that Mr. Carr provide additional Minority Business Enterprise information regarding the paving and tennis projects.

Southern School of Energy and Sustainability – Bids for Paving and Tennis Court Renovations

Mr. Carr stated that the reallocation of the 2007 Bond funds has provided for asphalt overlay and tennis court resurfacing at Southern School of Energy and Sustainability which is in immediate need of replacement.

Mr. Carr shared that bids were received on May 21, 2013 from three qualified bidders. Mr. Carr stated that the lowest, responsive, responsible bidder is Recreational Ventures, Inc., dba Court One with a total bid of \$734,884.00. Mr. Carr explained that the contract is within the project budget and the Minority Business Enterprise participation is 49.3%.

Ms. Parker made a motion to move items b.-g. to the consent agenda; seconded by Ms. Carter; motion passed unanimously.

Southwest Elementary School – Bids for Chiller Replacement

Mr. Carr stated that the chiller at Southwest Elementary School is over 20 years old and has outlived its service life and is in immediate need of replacement. Mr. Carr explained that lottery funds will be used for this replacement.

Mr. Carr explained that bids were received on May 21, 2013 from five qualified bidders. Mr. Carr shared that the lowest, responsive, responsible bidder is Boilmasters with a total bid \$323,900.00. Mr. Carr explained that the contract is within the project budget and Minority Business Enterprise is 5.6%.

Pastor Davis made a motion to move this item to the consent agenda; seconded by Ms. Bordley; motion passed unanimously.

2007 Bond Project Transfers

Mr. Carr indicated that the reallocation of High School “A” funds included replacing the gymnasium floor and bleachers at Jordan High School.

Mr. Carr explained that the renovation project at Merrick-Moore Elementary School is completed and finished under budget. Mr. Carr shared that the addition/renovation project at R. N. Harris Elementary is nearing completion with costs well under budget.

Jordan High School – Purchase Contract for Bleacher Replacement

Mr. Carr stated that the existing wooden bleachers in Jordan's main gym are original to the building constructed in 1965. Mr. Carr explained that the purchase contract for \$116,850.00 provides a lump sum cost to disassemble existing wood system and install new bleachers. Mr. Carr shared that pricing has been obtained from Irvin Telescoping Seating through National Intergovernmental Purchasing Alliance purchasing contract.

Jordan High School – Change Order for Gym Flooring

Mr. Carr shared that just as the bleachers, the hardwood floors in the gym are original to the building constructed in 1965. Mr. Carr explained that the change order for \$135,816.00 provides a lump sum cost to completely replace the floor.

Ms. Forte-Brown made a motion to move items j.-l. to the consent agenda; seconded by Ms. Bordley; motion passed unanimously.

Construction Management Services – 2013-2014 Contract Extension

Mr. Denton stated the Durham Public Schools is entering the next phase of bond projects that will continue through 2013-2014 fiscal year. Mr. Denton shared that the amended contract with Heery continues through June 30, 2013.

Mr. Denton read a statement from Mr. Osteen supporting extending Heery's contract through June 30, 2014 to provide continuity of services for successful implementation of the program, including new projects resulting from reallocation from High School "A".

Mr. Denton explained that Heery has adjusted the assigned resources commensurate with project requirements and has maintained unit costs for professional services at the 2012-13 rates.

Ms. Forte-Brown made a motion to move this item to the consent agenda; seconded by Ms. Parker; motion passed unanimously.

Public Comment

There were 12 speakers for public comment regarding Single Gender Academy. Three speakers were against approving the academy and nine speakers spoke in favor of the Single Gender Academy.

Single Gender Academy

Dr. Becoats introduced Alex Quigley, principal of Maureen Joy Charter School. Mr. Quigley reiterated that as the proposal currently stands, a male academy would pilot through a partnership with Maureen Joy Charter School, which is moving to the old Y. E. Smith School on Driver Street, before growing into its own space at an undesignated location within the district.

Ken Soo, attorney, shared with board members that Durham Public Schools had received a letter from the American Civil Liberties Union (ACLU) expressing legal concerns regarding the Single Gender proposal. Mr. Soo indicated that since this was a public records request all materials would be gathered for their review. Mr. Soo did explain that there is always a possibility this request could end up in litigation but that would be discussed in a “closed session” meeting.

Dr. Becoats shared that the academy would cost an estimated \$12 million to start and would serve males 6th grade through 12th grade. Dr. Becoats explained that an all-female school would eventually follow, but is not required to begin at the same time as the all-male academy.

Dr. Becoats stated that it is also estimated that the initial professional development for the faculty at the school would range between \$15,000 and \$20,000.

Dr. Becoats shared that he and Hugh Osteen went to the North Carolina Department of Public Instruction to review the QZAB bond process. Dr. Becoats indicated that these low interest bonds (QZAB) could be used for renovations to existing buildings but not for construction of new ones. Dr. Becoats stated that private entities are able to acquire tax credits and forego interest. Dr. Becoats explained that the academy would be funded through state funds that are allotted per student in addition to supplemental funds, including dollars for at-risk youth.

Dr. Becoats shared a brief PowerPoint presentation responding to some questions raised by board members previously. The topics included: purpose of the academy, purpose of the task force, desired results, and design strategies for the Single Gender Model.

Dr. Becoats indicated that staff had identified Brogden Middle and Northern High School for possible consideration as they both have some additional capacity.

After a lengthy discussion, board members who had additional questions were asked to send them to Dr. Becoats for his perusal and response prior to the board meeting.

Ms. Forte-Brown made a motion to move this item to the agenda for action; seconded by Ms. Parker; motion passed unanimously.

Budget Resolution Amendment #2 (2012-13)

Mr. LeSieur stated that the Budget Resolution Amendment #2 gives the board an update on the status of the adopted budget through the current year – June 30, 2013. Mr. LeSieur reviewed the sections with the board.

Ms. Carter made a motion to move this item to consent agenda; seconded by Ms. Parker; motion passed unanimously.

Continuing Budget Resolution (2013-2014)

Mr. LeSieur shared that the Continuing Budget Resolution for 2013-14 will give the Board of Education and the Superintendent the authority to operate based on current known revenue projections, pending final authorization from the General Assembly and County Commissioners.

Mr. LeSieur explained that also included is an appropriation of fund balance for fiscal year 2013-14 of \$1,479,035. Mr. LeSieur reminded board members that this was a result of action taken by the Board of Education approval on May 13, 2013.

Ms. Carter made a motion to move this item to the consent agenda; seconded by Ms. Forte-Brown; motion passed unanimously.

There being no further business, the meeting was adjourned at 7:35 p.m.

Natalie Beyer, Committee Chair

Hugh Osteen, Chief Operations Officer

Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
PRECIS

Agenda Item: 2013-2014 Budget Update

Staff Liaison Present: Paul D. LeSieur

Phone # 560-3544

Main Points:

- The presentation will provide an update of our budget after final action was taken by the county and state.

Administration submits this update for discussion.

Fiscal Implications:

This update will provide the Board of Education the most current funding information.

Strategic Plan Alignment:

Goal IV.2.1 - Alignment of resources to strategic plan.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

Financial Information Based on Senate Bill 402/Committee Report 7-21-13

Discretionary Reduction History

	Amount	
FY 2013-14	\$ Eliminated	\$ (8,248,413.00) projected during planning 2013-14
FY 2012-13	(7,969,807)	
FY 2011-12	(9,376,181)	
FY 2010-11	(6,609,061)	
FY 2009-10	(4,919,281)	

Discretionary Reduction is eliminated in FY 2013-14, below are categories being reduced to eliminate the return of funds each year.

Positions Lost	Number	Amount
Classroom Teachers	(113.50)	\$ (6,272,464)
Instructional Support	(6.00)	(374,832)
Teacher Assistants	(85.00)	(2,792,377)
Total	(204.50)	\$ (9,439,673)

Other Funding Losses	Amount
Limited English	\$ (318,551)
Classroom Materials	(1,001,773)
Textbooks	(1,696,767)
Total	\$ (3,017,091)

Total Reductions	<u>(12,456,764)</u>
Additional reductions over Discretionary Reduction	<u>(4,208,351)</u>

Additional Education Funding

ACT Assessments	\$ 7,500,000	
Stop Arms Cameras	690,000	
Advanced Placement/International Baccalaureate	1,500,000	
School Safety	9,000,000	SECTION 8.36. Will receive \$2 for each \$1 provided by the school district
CTE Test Fees	1,252,157	
Education Innovation Grants	<u>2,000,000</u>	
Total new additional items (6)	<u>\$ 21,942,157</u>	

Based on funding of 2% received from the State Public School Fund of allocations, DPS could receive

Financial Information Based on Senate Bill 402/Committee Report 7-21-13

as much as \$438,000 of the proposed funding above. Allotment formulas would need to be established by the State Board of Education prior to actual funding to school districts.

Other Special Provisions Regarding Funding

Changes Retirement Rate from budgeted 14.23% to 14.69%.
Health Insurance increases from \$5,192 to \$5,285

LEA BUDGETARY FLEXIBILITY

SECTION 8.14.

(b)(5b) Transferring of Instructional Support Positions to Dollars will be at the 1st step of the "A" Teachers Salary Schedule. This eliminates savings gained in previous years by converting teaching positions dollars.

(c) To ensure that parents, educators, and the general public are informed on how State funds have been used to address local educational priorities, each local school administrative unit shall publish the following information on its Web site by October 15 of each year:

- (1) A description of each program report code, written in plain English, and a summary of the prior fiscal year's expenditure of State funds within each program report code.
- (2) A description of each object code within a program report code, written in plain English, and a summary of the prior fiscal year's expenditure of State funds for each object code.
- (3) A description of each allotment transfer that increased or decreased the initial allotment amount by more than five percent (5%) and the educational priorities that necessitated the transfer."

PHASE OUT CERTAIN TEACHER SALARY SUPPLEMENTS

SECTION 8.22. Eliminates Masters Degree Pay in FY 2014-15

Only individuals required to have a Master's degree will be paid the 10% supplement.

Individuals having their Master's Degree prior to July 1, 2014 will be grandfathered in and will receive the pay.

SPECIAL ANNUAL LEAVE BONUS

SECTION 35.10C. Provides 5 bonus leave days for employees in full-time permanent employees.

These 5 bonus leave days must be used by June 30, 2014 and cannot be carried over and shall not be paid out upon termination of employment unless the person effects a retirement from a state supported retirement system upon termination of employment. Part-time employees shall receive a pro rata amount of the 5 days.

Financial Information Based on Senate Bill 402/Committee Report 7-21-13

Fund Balance

FY 2011-12 Balance	\$ 9,895,228	
Approved use for Summer Programs	(500,000)	
Anticipated Usage Board Budget	(979,035)	
Expected Remaining Fund Balance	\$ 8,416,193	
Unfunded Portion of Boards request for County Funding	\$ (2,436,650)	Continuation Funding
Additional 1/4 Cent Sales Tax	(55,120)	For Salaries and Benefits Funding
Unfunded by County	\$ (2,491,770)	
State Textbooks	\$ (1,300,000)	Used to fill TA Reduction
State Supplies and Materials	(175,000)	Used to fill TA Reduction
State Funding Unrealized	\$ (1,475,000)	
Unrealized Funding Local and State	\$ (3,966,770)	
Unassigned Fund Balance Remaining if Utilized to Fill Budget Needs	\$ 4,449,423	



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Date: August 8, 2013

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Y.E. Smith Elementary School – Emergency Summer Repairs

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- During the summer, the Construction project at Y.E. Smith Elementary School encountered unforeseen asbestos abatement requirements.
- Work proceeded on an Emergency Basis to ensure school days were not missed.

Neo Corporation
Canton, NC

Abatement-main office:	\$56,000.00
Abatement-stair/restrooms:	\$90,000.00
Abatement-disposal:	\$50,000.00
Total:	\$196,000.00

Administration submits this emergency cost information for discussion and subsequent approval.

Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 0% as this is a specialty trade that performs work with its own licensed forces.

Strategic Plan Alignment:

None.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

Y.E. Smith Elementary School
Emergency Summer Repairs

- During the summer, the Construction project at Y.E. Smith Elementary School encountered unforeseen asbestos abatement requirements.
- The Administration authorized and proceeded with the work on an emergency basis as the regular Board schedule would not allow approval to be acquired within the critical project deadlines.
- Most significantly the school would have missed instructional days if the work did not proceed immediately.
- The Board was notified on June 24, 2013 of the decision to proceed under Emergency Status.

Neo Corporation
Canton, NC

Abatement-main office:	\$56,000.00
Abatement-stair/restrooms:	\$90,000.00
Abatement-disposal:	<u>\$50,000.00</u>
Total:	<u>\$196,000.00</u>



One Vision. One Durham.

Date: August 8, 2013

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Neal Middle School – Bids for Temporary Mobile Classrooms

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- Due to growing enrollment and programs, additional mobile classrooms are needed at Neal Middle School.
- Work proceeded on an Emergency Basis to ensure mobiles could be ready for the school year so instruction would not be hindered. The Board was notified on June 24, 2013 of the decision to proceed under Emergency Status.
- Bids were received on July 3, 2013 from four (4) qualified bidders. The lowest, responsive, responsible bidder is:

Hutchins Construction, Inc.
Durham , NC

Base Bid:	\$239,000.00
No Alternates:	\$ 0.00
Total:	\$239,000.00

Administration submits this bid information and the proposed contract for discussion and subsequent approval.

Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 0% and all required affidavits were submitted by the contractor. Certifiable businesses totaling 32.7% of the contract value have been employed and the Certification process is under way.

Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

**NORTH CAROLINA
DURHAM COUNTY**

OWNER-CONTRACTOR AGREEMENT

Durham County
Neal Middle School Temporary Mobile Classrooms

THIS AGREEMENT, is made this 9th day of July in the year of 2013 by and between the **Durham County** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Hutchins Construction, Inc.**, SS/EID #56-01897584 (herein referred to as the "Contractor"), whose mailing address is **2811 Guess Road, Durham, North Carolina 27705**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Neal Middle School Temporary Mobile Classrooms** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1
DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2
STATEMENT OF THE WORK

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts

**NORTH CAROLINA
DURHAM COUNTY**

and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **DTW Architects & Planners, Ltd., 229 North Gregson Street, Durham, North Carolina, 27701.**

Article 4
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the Specifications on or before the date established for Final Completion.
- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5
CONTRACT SUM

**NORTH CAROLINA
DURHAM COUNTY**

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **Two Hundred Thirty Nine Thousand Dollars (\$239,000.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work only as specified in the bidding documents.

Article 6
PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7
OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Hutchins Construction, Inc.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County
By and through its authorized agent the Durham Public Schools Board of Education

**NORTH CAROLINA
DURHAM COUNTY**

Heidi Carter, Chair, Durham Public Schools Board of Education

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Paul LeSieur, Chief Financial Officer, Durham Public Schools

Endorsement: _____ Program Director Durham Public Schools Construction & Capital Planning

This contract was approved by the Board on the **9th day of July, 2013.**

Hutchins Construction, Inc.

By: _____

Name/Title: _____

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____, a _____ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by _____ as its Corporate Secretary.

Witness my hand and notarial seal this ___ day of _____, 2013.

_____ (SEAL/STAMP)

**NORTH CAROLINA
DURHAM COUNTY**

Notary Public

My commission expires:_____



One Vision. One Durham.

Date: August 8, 2013

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Easley Elementary School – Bids for Asphalt Paving

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- The reallocated 2007 Bond funds (New High School ‘A’) provide for asphalt overlay at Easley Elementary School. The existing asphalt has outlived its useful service life and is in immediate need of replacement.
- Bids were received on June 26, 2013 from three (3) qualified bidders. The lowest, responsive, responsible bidder is:

Ruston Paving Company, Inc.
Durham , NC

Base Bid:	\$133,900.00
Alternate No. 1:	<u>(\$19,500.00)</u>
Total:	\$114,400.00

Administration submits this bid information and the proposed contract for discussion and subsequent approval.

Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 1.8% and all required affidavits were submitted by the contractor.

Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

**NORTH CAROLINA
DURHAM COUNTY**

OWNER-CONTRACTOR AGREEMENT

Durham County
Easley Elementary School – Staff Parking Lot Restoration

THIS AGREEMENT, is made this 22nd day of August in the year of 2013 by and between the **Durham County** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Ruston Paving Company, Inc.**, SS/EID #16-0925714 (herein referred to as the "Contractor"), whose mailing address is **3874 South Alston Avenue, Durham, North Carolina 27713**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Easley Elementary School – Staff Parking Lot Restoration** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1
DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2
STATEMENT OF THE WORK

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts

**NORTH CAROLINA
DURHAM COUNTY**

and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **Stewart, 101 West Main Street, Durham, NC 27701.**

Article 4
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the Specifications on or before the date established for Final Completion.
- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5
CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and

**NORTH CAROLINA
DURHAM COUNTY**

deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **One Hundred Fourteen Thousand, Four Hundred Dollars (\$114,400.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work, unit price allowances and Alternate 1 (also referred to as G-1) as specified in the bidding documents.

Article 6
PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7
OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Ruston Paving Company, Inc.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County
By and through its authorized agent the Durham Public Schools Board of Education

**NORTH CAROLINA
DURHAM COUNTY**

Heidi Carter, Chair, Durham Public Schools Board of Education

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Paul LeSieur, Interim Chief Financial Officer, Durham Public Schools

Endorsement: _____ Program Director Durham Public Schools Construction & Capital Planning

This contract was approved by the Board on the 22nd day of August, 2013.

Ruston Paving Company, Inc.

By: _____

Name/Title: _____

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____, a _____ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by _____ as its Corporate Secretary.

Witness my hand and notarial seal this ___ day of _____, 2013.

Notary Public (SEAL/STAMP)

**NORTH CAROLINA
DURHAM COUNTY**

My commission expires: _____



Date: August 8, 2013

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Insurance Renewals and Program Overview

Staff Liaison Present: Hugh Osteen
Tamika Puckett

Phone # 560-3831
560-3829

Main Points:

- Durham Public Schools maintains a large deductible property and casualty insurance program.
- The Insurance Broker of Record contract was re-bid this year. Incumbents Surry Insurance Agency and Arthur J. Gallagher & Co. remain as brokers of record for the DPS insurance program.
- The Corvel Corporation remains as the third party administrator for the self-funded DPS workers' compensation program.

Administration submits this overview for information.

Fiscal Implications:

For the 2013-14 renewal periods, overall increased coverage was negotiated for no additional premium. Risk Management Services continues to improve the DPS risk management program to reduce exposures and the work/school environment.

Strategic Plan Alignment:

N/A

<u>Purpose</u>			
Information <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Action <input type="checkbox"/>	Consent <input type="checkbox"/>
Reviewed by:	<input type="checkbox"/> Finance _____	<input type="checkbox"/> Attorney _____	

Durham Public Schools

Type of Coverage	2013-14 Carriers	2012-13 Premium	2013-14 Premium	\$ Inc/(Dec)	% Change
Broker: Surry Insurance Agency					
Property – including Inland Marine and Boiler & Machinery	Berkley Mid-Atlantic Group	\$376,440.00	\$376,831.00	\$391.00	0.10%
General Liability - including Errors & Omissions, Sexual Misconduct, Data Compromise	Liberty Mutual	\$241,609.00	\$237,596.00	(\$4,013.00)	-1.69%
Automobile & Garage	Liberty Mutual	\$76,523.00	\$99,993.00	\$23,470.00	23.47%
Umbrella	Liberty Mutual	\$89,428.00	\$68,397.00	(\$21,031.00)	-30.75%
Cyber Liability	National Union Fire Insurance	\$ -	\$17,269.00	\$17,269.00	-
Student Accident Insurance (School Day/Event Coverage)	Zurich American	\$152,000.00	\$115,809.00	(\$36,191.00)	-31.25%
Middle School Athletics Coverage - Catastrophic	Zurich American	\$2,861.10	\$1,543.00	(\$1,318.10)	-85.42%
High School Athletics Coverage - Catastrophic	NCHSAA American Advantage Insurance	\$10,481.25	\$11,010.00	\$528.75	4.80%
		\$949,342.35	\$928,448.00	(\$20,894.35)	-24%
Broker: Arthur J. Gallagher & Co.					
Excess Workers' Compensation	Safety National Casualty	\$47,230.00	\$55,956.00	\$8,726.00	15.59%
Employee Crime/Blanket Employee Dishonesty	Travelers Indemnity Company	\$6,323.00	\$6,740.00	\$417.00	6.19%
		\$53,553.00	\$62,696.00	\$9,143.00	11%
Ancillary Policies & Services					
Adult School Volunteer Accident	NCSBA Zaytoun & Associates, Inc. Hartford Life & Accident	\$2,240.00	\$2,240.00	\$0.00	0%
Student Vocational Education Student Work-Based Programs	NCDPI Moore & Johnson Liberty Mutual	\$6,515.40	\$0.00	(\$6,515.40)	-100.00%
Workers' Compensation Third Party Administrator	Corvel Corporation	\$28,000.00	\$28,000.00	\$0.00	0%
		\$36,755.40	\$30,240.00	(\$6,515.40)	-33%
	Total Premiums 2012-13	\$1,039,650.75			
	Total Premiums 2013-14		\$1,021,384.00	(\$18,266.75)	-1.79%

Executive Summary for 2013/2014 Criminal Background Checks

The Office of Human Resource Services requests approval to use the selected vendor to conduct criminal background checks which supports Policy 5015-Criminal Records Checks.

Factors to Consider

1. Date of RFP – December 10, 2012
2. There were 28 Qualified Bidders.
3. One of the lowest bidders.
4. USInfogroup/Carolina Information, Inc. has served the district well for ten (10) years and is currently used for conducting background checks for DPS. The company tailored its system to assist the district in the receipt of electronic volunteer applications. This feature saved the district countless hours of manually keying in data.
5. The company is 100% Minority Business Enterprise – Woman owned.
6. The company is a local North Carolina business – Wake Forest, NC
7. The company has contracts with Wake, Orange and Person counties.

Recommendation

1. Approve the USInfogroup/Carolina Information, Inc. as vendor for criminal background checks.

Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
PRECIS

Agenda Item: Driver's Education Salary Schedule

Staff Liaison Present: Dr. Julie Spencer
Dr. Tina Hester

Phone # 919 560-2309
919 560-2353

Main Points:

- Administration presents a revised salary schedule for Driver's Education teachers to address budgetary reductions.

Administration submits this information for discussion and subsequent approval.

Fiscal Implications:

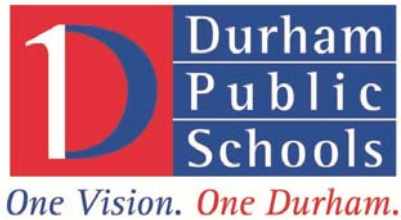
- This salary schedule will reduce expenses in order to address budgetary reductions.

Strategic Plan Alignment: None

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____



Driver's Education Salary Schedule Revision Proposal

PROPOSAL:

- The hourly pay rate for driver's education teachers who are currently paid less than \$25.00 an hour will be decreased by \$2.00 an hour, effective July 1, 2013.
- The hourly pay rate for driver's education teachers who are currently paid greater than \$25.00 an hour will not exceed \$25.00 an hour, effective July 1, 2013.

BACKGROUND and RATIONALE

- Driver's education is self-sustaining through allotted state funds.
- There is a reduction in state funds that are allotted to districts for driver's education.
- Within the driver's education program, personnel costs are the primary expense. Thus, it is one of the only places to cut.
- Additional cost savings measures will take place. For example, we will ensure that all classes are at capacity.
- All driver's education teachers have been notified of this change and the rationale for the change. They understand the need for this proposal and are in support.

District Technology Refresh Plan

Board of Education Update
August 8, 2013

T&L Refresh Plan

- Original Technology Assessment generated December, 2011 – Baseline Established
 - Used as basis for request
 - County appropriation = \$9,039,174
 - Additional equipment purchased with fund balance prior to release of County appropriation = \$1,106,096

T&L Refresh Status

- Phase I – Faculty Laptops – **COMPLETE**
- Phase II - Brightlinks in Classrooms – **COMPLETE**
- Phase III - Student & Media Center computers, printers and cameras – Scheduled for **Completion by August 19th, 2013**

Phase III Closeout Items

- Equipment to be deployed upon return of school staff
 - Black and white printers
 - Digital cameras
 - Video cameras & Tripod
 - Total cost - \$522,440.66

These items were not deployed during Year 1 of the refresh due to the risk of delivering during summer months without technology champion onsite to secure. They will be ordered the week of 7/29 in order to arrive at the schools the week that faculty returns; they will be deployed that same week.

Remaining Budget

- \$8.5M expended
 - Includes the printers and cameras to be purchased week of 7/29
 - \$9,039,174 total budget
- \$539,174 carryover

2013-14 T&L Technology Refresh Plan

- Upgrade Mobile Classrooms with Brightlink Equivalent Device
- Laptops for Faculty
- Student Computers

Discussion/Questions

Durham Public Schools

Proposed Program Evaluation Plan

2013

“In collaboration with our community and parents, the mission of Durham Public Schools is to provide all students with an outstanding education that motivates them to reach their full potential and enables them to discover their interests and talents, pursue their goals and dreams, and succeed in college, in the workforce and as engaged citizens.”

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Introduction

Durham Public Schools (DPS) has the responsibility to ensure that students continue to achieve excellence in an increasingly competitive world. The primary goal in conducting program evaluations is to help influence decision-making or policy based on data-driven feedback. Excellent school districts frequently monitor progress on a continuous basis through both qualitative and quantitative methods. To accomplish this goal, Durham Public Schools has developed a Program Evaluation Plan to further develop and improve the district's outcomes. The goals of the Program Evaluation Plan are as follows:

- To provide a structured method of evaluating the effectiveness or quality of specified programs and forms of student data.
- To identify internal and external persons responsible for formally evaluating various programs and student performance.
- To promote the identification of evidenced based research strategies to improve programs and student performance.
- To provide a process for the Board of Education to formally review specified programs and students' performance data.

Overview of Program Evaluation

<i>What is an evaluation?</i>	An evaluation is a purposeful, systematic, and careful collection and analysis of programs, establishing accountability and identifying areas needing change and improvement.
<i>What are the goals of an evaluation?</i>	The generic goal of most evaluations is to provide “useful feedback” to a variety of audiences including sponsors, donors, client-groups, administrators, staff, and other relevant constituencies. Most often, feedback is perceived as “useful” if it aids in decision-making or policy formulation through the provision of empirically-driven feedback.
<i>Why evaluate programs?</i>	<p>Evaluations are conducted to:</p> <ul style="list-style-type: none"> • Gain insight about a program and its operations – <i>to see where we are going and where we are coming from, and to find out what works and what doesn't.</i> • Improve practice – to modify or adapt practice to enhance the success of activities. • Assess program effects to determine how well we are meeting the goals and objectives, how the program benefits the community, and to provide evidence of effectiveness. • Help build capacity by increasing funding, enhancing skills, and strengthening accountability.

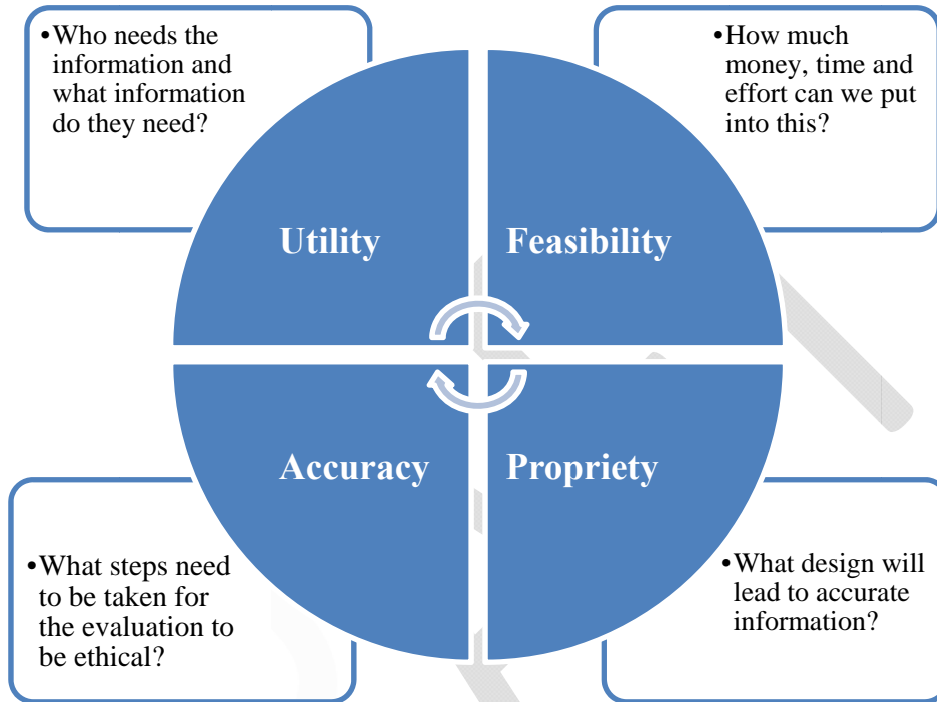
<p><i>What are the ethical considerations when conducting an evaluation?</i></p>	<p>Evaluations:</p> <ul style="list-style-type: none"> • Should be fair and balanced, drawing from multiple data sources and data types to corroborate findings. • Avoid bias; if biases or problems are unavoidable, identify the weaknesses to help evaluators draw valid conclusions. • Ensure that evaluation goals are addressed, and that sufficient, accurate, and valid information is provided to facilitate decision-making.
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What are the types of evaluations?

<i>Formative Evaluation</i>	<i>Summative Evaluation</i>
<p>A formative evaluation is performed to examine various aspects of an on-going program in order to make changes/improvements as the program is being implemented. This type of evaluation attempts to document exactly what is transpiring in a program. Data are collected and analyzed at a time when program changes can be made to ensure that the quality of the program implemented is maintained.</p>	<p>A summative evaluation is conducted to document the results of a program. Specific and measureable goals of a program are identified and the degree of accomplishment of those goals is documented. The results of a summative evaluation might point to changes that should be made in a program in order to improve it in subsequent implementations.</p>
<ul style="list-style-type: none"> • <u>Evaluability assessment</u> determines whether an evaluation is feasible and how stakeholders can help shape its usefulness. • <u>Implementation evaluation</u> monitors the fidelity of a program or technology delivery. • <u>Needs assessment</u> determines who needs the program, how great the need is, and what might work to meet the need. • <u>Process evaluation</u> investigates the process of delivering the program or technology, including alternative delivery procedures. • <u>Structured conceptualization</u> helps stakeholders define the program or technology, the target population, and the possible outcomes. 	<ul style="list-style-type: none"> • <u>Cost-effectiveness and cost-benefit analysis</u> address questions of efficiency by standardizing outcomes in terms of their dollar costs and values. • <u>Impact evaluation</u> is broader and assesses the overall or net effects – intended or unintended – of the program or technology as a whole. • <u>Meta-analysis</u> integrates the outcomes from multiple studies to arrive at an overall or summary judgment on an evaluation question. • <u>Outcome evaluations</u> investigate whether the program or technology caused demonstrable effects on specifically defined target outcomes. • <u>Secondary analysis</u> re-examines existing data to address new questions or use methods not previously employed.

What are the Evaluation Standards?

These standards help answer the question, “**Will this evaluation be a ‘good’ evaluation?**” The standards are recommended as the initial criteria by which to judge the quality of the program evaluation efforts. The four evaluation standards are **utility, feasibility, propriety, and accuracy**. The diagram below details each standard.



What are the Steps of an Evaluation?

These evaluation steps define the project champion and program evaluator roles.

1. Define the Purpose and Scope of the Evaluation. (Project Champion)

- Narrow Example: How successful was our career day?
- Broad Example: Does the career development program help promote academic success?

2. Define Evaluation Questions - What do you want to know? (Project Champion)

- Questions are often broader and focused on the larger picture and goals.
- Questions can be inspired by: strategic plans, goals, objectives, school or program's mission statement, and/or priorities.
- Example: Do local employers think our students are prepared for the world of work?

3. Develop Evaluation Design. (Evaluator)

- Identify when to collect data: immediately after intervention, at completion, during, or at multiple phases.
- Status Designs: What is happening here and now?
- Change Designs: Determine impact of a particular action or intervention.
- Comparison Designs: Used to determine how programs have affected one group versus another (e.g., males vs. females).
- Longitudinal Designs: Study effects over time (e.g., what graduates are doing three years after graduation).

4. Create a Data Collection Action Plan. (Evaluator & Project Champion)

- Determine who or what can best provide information to previously designed questions.
- Potential Collection Sources: parents, students, faculty, teachers, community members, records, interviews, focus groups, observations, and surveys.

5. Collect Data. (Evaluator)

- Collecting information from the entire population of interest is preferred over sample.
- Response rate is the percentage of the studied population that responded to the request for data.

6. Analyze Data. (Evaluator)

- Tallies and frequency counts are commonly used to answer evaluation questions.
- Identify the changes and/or differences in the data .
- Note if change is significant, compare goals to actual findings, examine trends, correlations and averages.

7. Document Findings. (Evaluator)

- Develop a conclusion on findings through objective observation: What do the results tell you about the evaluated program?
- A clear objective report should include: evaluation/program description, goals, questions, procedures used, data collected, who provided data, response rate, analysis, conclusion and action items/recommendations for improvement/change.

8. Disseminate Findings. (Evaluator & Project Champion)

- Distribute findings based on audience.
- Dissemination methods can include: reports, presentations, media, internet, journal articles, discussion, blogs, newsletters, and podcasts.

9. Utilize Feedback for Program Improvement. (Project Champion)

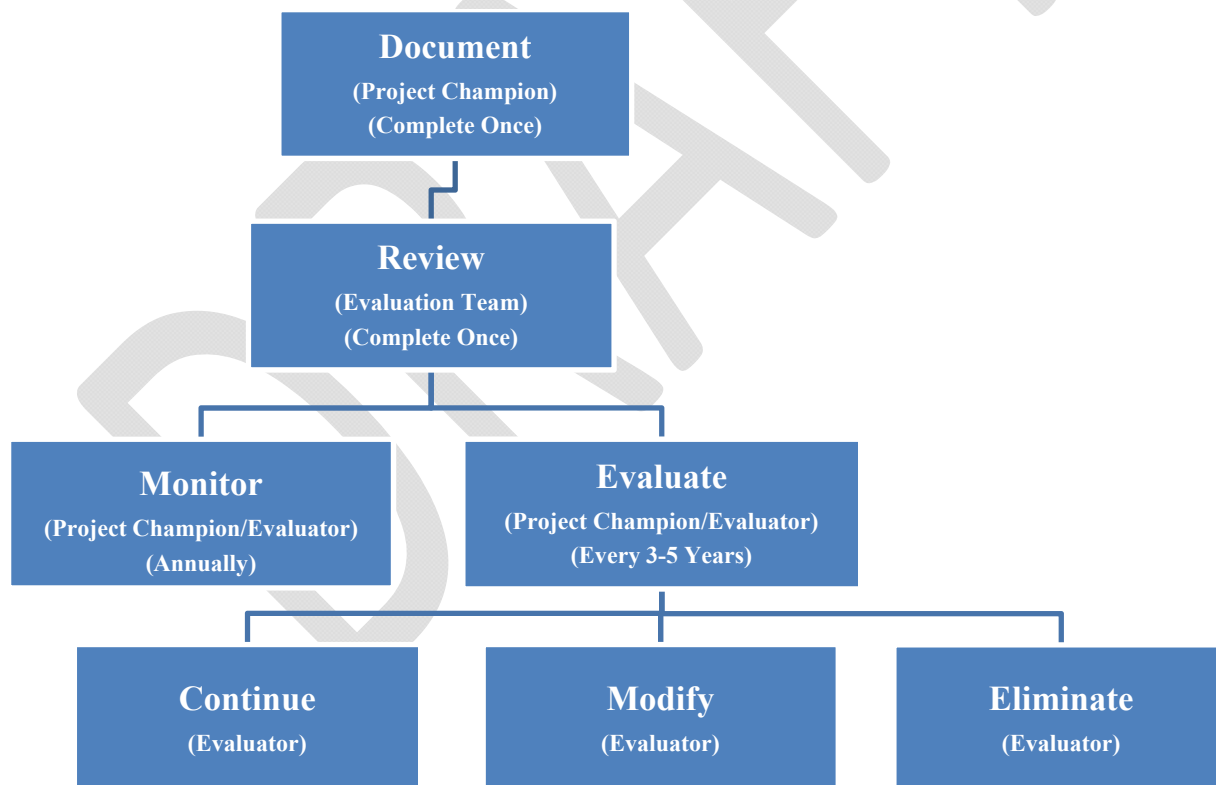
- Is the program cost effective and/or financially worth the benefit?
- What changes should occur?
- Are there any student groups not being served by the program?
- If goals and objectives were met, how can the program elevate?

Durham Public Schools' Evaluation Process

Durham Public Schools' **project champions** will share the responsibility for **documenting, monitoring, and evaluating** the quality of district programs and initiatives.

1. Documentation provides answers to basic questions about programs or initiatives.
2. The review process is used to help describe and compare programs or initiatives.
3. Through documentation and review, programs and initiatives will be monitored or evaluated.
4. Evaluations generate the same types of information as review reports, but involve an **analysis of reviews** and **original data over three- to five-years**.
5. Once evaluated, programs/initiatives will be categorized to be **continued, modified, or eliminated**.

One primary goal will be to train project champions to systemically document, review, and monitor program documents to assess the implementation and outcome of programs and initiatives. The district will provide technical assistance for project champions throughout the evaluation process.



What is the Reporting Cycle?

Durham Public Schools will conduct program reviews on an annual basis. Program evaluations will be conducted on a three to five year cycle.

Durham Public Schools Evaluation Forms

Documentation

1. Documentation Program/Initiative Form	<i>To be completed by Project Champion.</i>
2. Documentation Review Form	<i>To be completed by Document Review Team.</i>
3. Planning Documentation Form	<i>To be completed by the Project Champion with the Program Evaluator.</i>

Templates

4. Report Outline	<i>To be completed by the Program Evaluator.</i>
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Reports

5. Program Findings Report	<i>To be completed by the Program Evaluator.</i>
6. Tracking Report	<i>To be completed by Project Champion.</i>

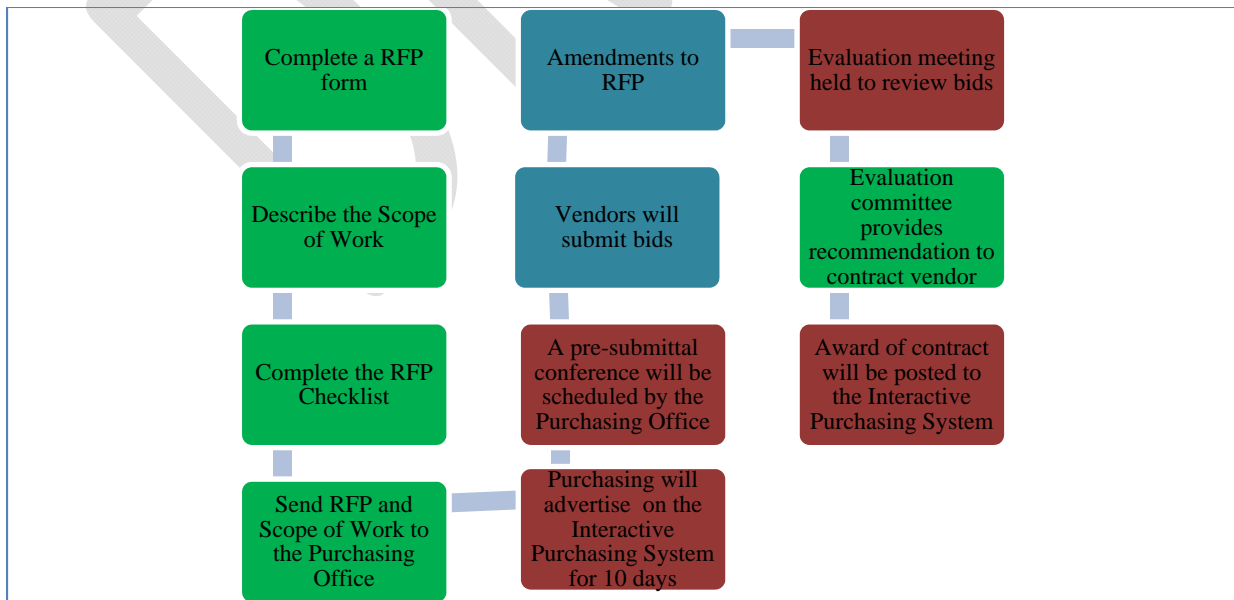
Durham's Process for Hiring a Program Evaluator

External Program Evaluators will be contracted through the formal Request for Proposal Process (RFP). An RFP is a solicitation document requesting submittal of proposal in response to a scope of work. RFP's are used as an objective method for contracting for goods and services whereby formal proposals are solicited from qualified vendors.

Steps to complete the RFP Process

Step 1	Complete for Request for Proposal Form (Appendix)
Step 2	Define with scope of work
Step 3	Complete the RFP Checklist (Appendix)
Step 4	Send the Completed RFP Form and the description of the Scope of Work to the Purchasing Office
Step 5	Purchasing Office will advertise the RFP for 10 days on the Interactive Purchasing System. This provides advertising throughout the United States.
Step 6	Purchasing will arrange a pre-bid conference for vendors to ask questions and gain clarity about the requirements of the evaluation.
Step 7	Interested Vendors will submit closed bids for the scope of work.
Step 8	Interested Vendor will provide amendments to initial RFP
Step 9	Purchasing will schedule an evaluation meeting to review bids.
Step 10	Evaluation committee will provide a recommendation to contract a vendor.
Step 11	Purchasing will award vendor a contract.
Step 12	Information regarding process will be placed on the Interactive Purchasing System.

Graphical Presentation of the Request for Proposal Process



**Program Evaluation
Documentation Program/Initiative Form (1)
(Project Champion)**

Program/Initiative Overview													
Program/Initiative (P/I):													
P/I Champion:				Email:				Phone:					
Secondary Contacts:				Email:				Phone:					
Department/School:								Date:					
Impact Category: (select all that apply)		<input type="checkbox"/> Business Support/Funding			<input type="checkbox"/> Family/Community Engagement			<input type="checkbox"/> Leadership					
		<input type="checkbox"/> Cultural Awareness			<input type="checkbox"/> Professional Learning			<input type="checkbox"/> Student Performance					
		<input type="checkbox"/> Efficiency			<input type="checkbox"/> Perception			<input type="checkbox"/> Teacher Performance					
Strategic Plan Alignment:			(List the appropriate goal(s) from the Strategic Plan)										
P/I Start Date:				Expected End Date:									
Program Logistics													
Is the P/I funded?			<input type="checkbox"/> Yes: <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other			<input type="checkbox"/> No			Total \$:				
Are you required to evaluate the program?			<input type="checkbox"/> Yes <input type="checkbox"/> No			If yes, when is the deadline?							
What is the type of evaluation?			<input type="checkbox"/> Internal <input type="checkbox"/> External <input type="checkbox"/> Both										
Is the evaluation funded?			<input type="checkbox"/> Yes <input type="checkbox"/> No									Total \$:	
Is future implementation dependent on funding?			<input type="checkbox"/> Yes <input type="checkbox"/> No										
Evaluation occurrence(s)/date range(s):			Year:										
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Summary													
Description (What are the components of the P/I?):													
Please explain your P/I's specific goal(s)/outcome(s) (Definition of success):													
Objectives (Tasks necessary to attain the goal(s)/outcome(s)):													

**Program Evaluation
Documentation Program/Initiative Form (1)
(Project Champion)**

Outcomes (definition of success):
Describe the targeted audience (Which populations are currently targeted by the program):
List P/I sites (Where are the P/I(s) being implemented?):
Research to support (List 2 research references that support the program or initiative.): 1. 2.

DRAFT

Program Evaluation Documentation Review Form (2) (Review Team)

Program/Initiative Overview			
Program/Initiative (P/I):			
P/I Champion:		Email:	Phone:
Secondary Contacts:		Email:	Phone:
Department/School:			Date:
Impact Category:	<input type="checkbox"/> Business Supporting Fund	<input type="checkbox"/> Leadership	<input type="checkbox"/> Perception
	<input type="checkbox"/> Cultural Awareness	<input type="checkbox"/> Family/Community Engagement	<input type="checkbox"/> Student Performance
	<input type="checkbox"/> Efficiency	<input type="checkbox"/> Professional Learning	<input type="checkbox"/> Teacher Performance
P/I Start Date:			
Expected End Date:			

Rating Rubric	Suggested Criteria for Selecting Programs/Initiatives to Monitor and/or Evaluate?		
1	Strategic Plan: Does the program align to one or more of the Strategic Plan Goals?		
	I: Academic Acceleration	IV: Effective Operations	
	II: Communication and Partnerships	V: Talent Development	
	III: Equitable Standards	VI: Wellness and Safety	
2	Timeliness: Is this a new program/initiative? Has the program/initiative been in existence long enough to be adequately evaluated?		
3	Financial: Is there a potential for significant cost savings? Are there other programs in place that have the same goals and objectives?		
4	Compliance: Are there State or Federal mandates that impact this program?		
5	Improvement Potential: Is there evidence that the program's objectives are not being met? Is it likely that something can be done to solve the problem?		
6	Impact Potential: Is there evidence that the program's objectives are not impacting the targeted audience/participants? Is it likely something can be done to solve the problem?		
7	Staff Capability: Does the district have the skills and resources needed to conduct the evaluation?		

**Program Evaluation
Planning Documentation Form (3)**
(Project Champion/Evaluator)

Department: _____ Date: _____

Program: _____

1	What is the purpose of the evaluation?
2	Who are the audiences for the information from the evaluation?
3	What kinds of information are needed to make decisions or enlighten your intended audience?
4	Based on the purpose of the evaluation and the kinds of information needed, what type of evaluation is being planned?
5	What sources should be used to collect information?
6	How can information be collected?
7	When is the information needed?
8	Additional Information:

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Program Evaluation Report Outline (4) (Program Evaluator)

Section I - Summary: Make this a short summary for people who won't read the whole report. Give the reasons why the evaluation was conducted and who it is targeted towards, include any conclusions and recommendations.

1. What was evaluated?
2. Why the evaluation was conducted?
3. What are the major findings and recommendations?
4. Who is the audience for the report?
5. Were there any major restrictions placed on the evaluation and by whom?

Section II - Background: In this part, cover the background to the evaluation and what it was meant to achieve. The program should be described and the depth of description will depend on whether the intended audience has any knowledge of the program or not. Don't assume that everybody will know. Don't leave things out but at the same time don't burden them with detail.

1. What is the origin of the program?
2. What are the aims of the program?
3. Who are the participants in the program?
4. What are the characteristics of the materials, staff involved in the program?

Section III – Description of the Evaluation: This covers why the evaluation was conducted and what it was and was not intended to accomplish. State the methodology and any relevant technical information such as how the data was collected and what evaluation tools were used.

1. What were the purposes for the evaluation?
2. What is the evaluation design?
3. What are the outcome measures?
4. What data collection instruments will be used?
5. What data collection procedures will be used?
6. What are the implementation measures?

Section IV – Results: This will cover the results of the work from section III and can be supplemented by any other evidence collected. Try to use graphics (charts, tables etc.) to illustrate the information but use them sparingly to increase their effectiveness.

1. What are the results of the evaluation?
2. How many people participated in the program?
3. What were the demographics of your participants?
4. What were the results of your data collection techniques?
5. What were the results of the tests?
6. What were the results of the comparative group?
7. How did the treatment and comparative group compare?
8. Were the differences statistically significant?

Program Evaluation Report Outline (4) (Program Evaluator)

Section V – Discussion: This should discuss your findings and your interpretation of them. Always interpret your results in terms of the stated goals. This section should cover the interpretation of all the results in section IV. If the evaluation is not a large one, then sections IV and V could be combined. The results should always be related back to the purpose of the evaluation. Don't forget the unexpected results as they can often be the most interesting.

1. Are there alternative explanations to the results from the data?
2. Are these results generalizable?
3. What were the strengths and weaknesses of the intervention?
4. Are certain parts of the program better received by certain groups?
5. Are any results related to certain attitudes or learner characteristics?
6. Were there any unexpected results?
7. What would you continue?
8. What would you change?
9. What would you discontinue?

Section VI – Costs and Benefits: This is an optional section and would only be included if this had been part of the evaluation plan. As there is no definitive approach to investigating this whole area, there will be a need to justify the approach taken. Not many evaluations look at costs but there is a growing need to include some information about this area. Evaluations and program interventions don't happen for free.

1. What was the method used to calculate costs and effects/benefits?
2. How were costs and outcomes defined?
3. What costs were associated with the program?
4. How were the costs of the program distributed? (e.g. start-up costs, operating costs etc.)
5. Were there any hidden costs? (e.g. in-kind contributions)
6. What benefits were associated with the program?
7. What were measures of effectiveness (test scores; program completion etc.)?
8. Were there any unexpected benefits?

Section VII – Conclusion: This section can be the most important section in the report apart from the summary. Some people will only read the summary and the conclusion section. Conclusions and recommendations should be stated clearly and precisely and these might be presented as a list so readers can easily scan them. Don't expect everyone to read your report from cover to cover. Make sure that you get your main points across in the opening summary and in the conclusion.

1. What are the major conclusions of the evaluation?
2. How sure are you of the conclusions?
3. Are all the results reliable?
4. What are the recommendations regarding the program?
5. Can any predictions or hypotheses be put forward?
6. Are there any recommendations as to future evaluations?

Program Evaluation Plan Program Finding Report (5) (Program Evaluator)

Program/Initiative Overview			
Program/Initiative (P/I):			
P/I Champion:	Email:	Phone:	
Secondary Contacts:	Email:	Phone:	
Department/School:			Date:
Impact Category:	<input type="checkbox"/> Business Supporting Fund	<input type="checkbox"/> Leadership	<input type="checkbox"/> Perception
	<input type="checkbox"/> Cultural Awareness	<input type="checkbox"/> Family/Community Engagement	<input type="checkbox"/> Student Performance
	<input type="checkbox"/> Efficiency	<input type="checkbox"/> Professional Learning	<input type="checkbox"/> Teacher Performance
P/I Start Date:			
Expected End Date:			

Evaluation Findings	
1	How many people participated in your program?
2	Describe the demographics of your participants (students, grade levels, schools, subgroups, etc).
3	Did you reach your goal(s)? What data supports this? Please explain.
4	How did you evaluate the program (pre-, post- assessments, interviews, etc)? Please attach all documents.
5	What are your findings (diagrams, charts, and tables are helpful)?
6	What, if anything, would you change (i.e. recruiting, implementation, curriculum, etc.)?
7	What, if anything, have you learned from this process?

Signature of Evaluator: _____ Date: _____

Program Evaluation Plan Tracking Report (6) (Project Champion)

Program/Initiative Overview			
Program/Initiative (P/I):			
P/I Champion:	Email:	Phone:	
Secondary Contacts:	Email:	Phone:	
Department/School:			Date:
Impact Category:	<input type="checkbox"/> Business Supporting Fund	<input type="checkbox"/> Leadership	<input type="checkbox"/> Perception
	<input type="checkbox"/> Cultural Awareness	<input type="checkbox"/> Family/Community Engagement	<input type="checkbox"/> Student Performance
	<input type="checkbox"/> Efficiency	<input type="checkbox"/> Professional Learning	<input type="checkbox"/> Teacher Performance
P/I Start Date:			
Expected End Date:			

Tracking Report

The project champion responsible for the program/initiative will use this report to track the progress on recommendations from the program evaluation.

Quarter 1:

Program	Evaluation Date	Recommendation(s)	Progress on Recommendation(s)	Final Results

Quarter 2:

Program	Evaluation Date	Recommendation(s)	Progress on Recommendation(s)	Final Results

Quarter 3:

Program	Evaluation Date	Recommendation(s)	Progress on Recommendation(s)	Final Results

Quarter 4:

Program	Evaluation Date	Recommendation(s)	Progress on Recommendation(s)	Final Results

**Solicitation Number _____

Bidder: _____

Durham Public Schools

<p>Durham Public Schools Purchasing Office, Room 109 Attn: Diana L. Bisson 511 Cleveland Street Durham, NC 27701</p>	<p>INVITATION FOR BIDS NO: 179-1314-XX-XXX</p> <hr/> <p>Bid Opening DATE: _____</p>
<p>Direct all inquiries concerning this RFP to: Durham Public Schools Attn: _____</p> <p>All questions must be submitted via email no later than _____ am/pm Monday-Friday on _____</p>	<p>Contract Type: <u>Open Market, Purchase</u> using: Local Funds _____ State Funds _____ Federal Funds _____ Type of Fund _____ (example of type of fund – RttT for Race to the Top or ARRA funds or SIG and so on) Commodity Code: _____</p>
<p>Email: _____</p>	<p>Using Agency Name: Durham Public Schools When using Federal Funds Durham Public Schools will follow all Federal guidelines</p>

Bids will be publicly opened on: 179-1314-XX-XXX

NOTE: Questions concerning the specifications in this Request for Proposals will be received until date and time listed above. **ALL QUESTIONS MUST BE SUMITTED IN WRITING, EITHER BY EMAIL OR FAX, TO THE ADDRESS OR FAX NUMBER LISTED ABOVE. NO QUESTIONS** will be received by telephone. Questions received after the date and time listed above will not be considered. A summary of all questions and answers will be posted on the Interactive Purchasing System as an addendum, located under the RFP # being modified. It is the OFFEROR’S responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

NOTICE TO BIDDERS

Sealed Proposals subject to the conditions made a part hereof, will be received until _____ am/pm on **Monday – Friday** _____ for furnishing and delivering the commodity/services described herein and then publically opened. Bids submitted via telegraph, facsimile (FAX) machine, telephone and electronic means, including but not limited to e-mail, in response to this Request for Proposals will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

Bidder:		Federal ID or Social Security No.	
Street Address:	P. O. Box	Telephone #:	
City, State & Zip	City, State & Zip	Toll Free Telephone #	
Type or Print Name & Title of Person Signing:		Fax Number:	
Authorized Signature:	Date:	E-Mail:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days (See Instructions to Bidders, Item 6). Prompt Payment Discount: ____ % ____ days (See Instructions to Bidders, Item 7).

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Durham Public Schools shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

<u>FOR DURHAM PUBLIC SCHOOL USE ONLY</u>
Offer accepted and contract awarded this ____ day of _____ 20____ as indicated on attached certification or purchase order,
By: _____ (Authorized representative of the Durham Public Schools)

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number on outside envelope as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

Delivered by US Postal Service	Delivered by any other means
BID NO. 179-1314-XX-XXX	BID NO. 179-1314-XX-XXX
<p style="text-align: center;"> Durham Public Schools Purchasing Office, Room 109 Attn: Diana L. Bisson Bid# 179-1314-XX-XXX 511 Cleveland Street Durham, NC 27701 </p>	<p style="text-align: center;"> Durham Public Schools Purchasing Office, Room 109 Attn: Diana L. Bisson Bid# 179-1314-XX-XXX 511 Cleveland Street Durham, NC 27701 </p>
<p style="text-align: center;"><u>BID number must be clearly written on OUTER envelope</u></p> <p style="text-align: center;"><u>FAILURE TO INCLUDE BID NUMBER ON OUTER ENVELOPE MAY CAUSE BID TO BE CONSIDERED NON-RESPONSIVE</u></p>	<p style="text-align: center;"><u>DPS will only accept sealed bids with BID number clearly written on envelope</u></p> <p style="text-align: center;"><u>FAILURE TO INCLUDE BID NUMBER ON OUTER ENVELOPE MAY CAUSE BID TO BE CONSIDERED NON-RESPONSIVE</u></p>

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP. It is the BIDDERS responsibility to assure that all bids are received. No late bids will be accepted.

TABULATIONS: Tabulations of open market bids and award information can be obtained by written request. Tabulations will be available upon request no earlier than 10:00 a.m. on the first working day following the date of opening. Requests for lengthy tabulations cannot be honored.

TRANSPORTATION CHARGES: FOB – Destination. **Freight charges must be included in prices quoted herein.**

AWARD OF CONTRACT: It is the intent to award this contract to a single overall bidder. The right is reserved; however, to make award on the basis of individual items or groups of items, if such shall be considered to be most advantageous or constitute the best interest of the Durham Public Schools. As provided by statute, award will be based on **Lowest Price Technically Acceptable or Best Value.**

BID PRICE: Bidders are urged to reflect all cash discounts into their bid price and quote the bid herein on a net no discount basis. If bidder will please comply with this request, it will tend to simplify the evaluation and tabulation of the items considered for award.

BID EVALUATION: Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Durham Public Schools reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. The Durham Public Schools may request written clarifications of any offer received. However, the Durham Public Schools may, at its sole discretion, refuse to accept in full or partially the response to a clarification request given by any vendor. Vendor is cautioned that the Durham Public Schools is not required to request clarification; therefore, all offers should be complete and reflect the most favorable terms.

INSTRUCTIONS TO BIDDERS:

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. Durham Public Schools objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **DEFINITIONS:**
BIDDER/OFFEROR: Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.

TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.

STATEWIDE TERM CONTRACT: A Term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.

AGENCY SPECIFIC TERM CONTRACT: A Term Contract for a specific agency

OPEN MARKET CONTRACT: A contract for the purchase of a commodity not covered by a term contract.

4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.

6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers, in the agency which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the agency which issued the solicitation document. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** Durham Public Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** Durham Public Schools (DPS) reserves the right to require a list of users for the exact item offered. DPS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid. Failure of the offeror to provide a list of these references (including contact persons and telephone numbers) for which similar work has been performed in a specified period may result in the rejection of the offeror's proposal. DPS evaluators may check all public sources to determine whether offeror has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts or similar contracts were not listed, the evaluators may contact the public entities to make inquiry into offeror's performance of those contracts; and the information obtained may be considered in evaluating offeror's proposal. Award of a contract to one offeror does not mean that the other proposals lacked merit, but that all factors considered, the selected proposal was deemed most advantageous to the issuing agency.
14. **TAXES:**
FEDERAL: All agencies participating in this contract exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.

OTHER: Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to Durham Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and

performance; and such other factors deemed by Durham Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Durham Public Schools or the bidder, Durham Public Schools reserves the right to accept any item or group of items on a multi-item bid. In addition, on TERM CONTRACTS, Durham Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Durham Public Schools to be pertinent or peculiar to the purchase in question.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #77, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the agency which issued the solicitation document will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become Durham Public Schools property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** A party wanting to protest a contract awarded pursuant to this solicitation, and in excess of \$10,000, must submit a written request to the Executive Officer of the agency which issued the solicitation document at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the office of the issuing agency within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. **All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.**
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **The Durham Public School System** does not discriminate on the basis of age, race, color, national or ethnic origin, sex, or handicap in employment practices or in administration of any of its educational programs and activities in accordance with applicable federal statutes and regulations.

Freight Charges: All freight charges must be included as a separate line item and clearly stated on proposal.
Taxes: Durham Public Schools is NOT tax exempt.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Durham Public Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Durham Public Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Durham Public Schools.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Durham Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Durham Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Durham Public Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments under the contract.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save Durham Public Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract, the name of the agency or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Durham Public Schools may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
In no event shall such approval and action obligate the Durham Public Schools to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE:**

COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least sixty (60) months after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days notice for cancellation shall begin on the day the return receipt is signed and dated
18. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
19. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** No price adjustments will be allowed during the duration of the contract unless:
- a. **Notification:** Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments a minimum of ninety (90) days notification prior to the desired effective date of the increase. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** Durham Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for thirty six (36) months from the effective date of the contract. After this period, a request for increase may be submitted with Durham Public Schools reserving the right to accept or reject the increase, or cancel the contract. Such action by Durham Public Schools shall occur not later than 15 days after the receipt by Durham Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

Addendum to Terms and Conditions-Durham Public Schools

- 1. Termination for Convenience.** The DPS may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the DPS to Vendor. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of the DPS be turned over to it and become its property. If the Contract is terminated by the DPS in accordance with this section, the DPS will pay Vendor at the hourly rate for all services performed as of the date of termination.
- 2. Termination for Default.** At any time, the DPS may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if the DPS is dissatisfied with the quality of services provided.
- 3. Monitoring and Auditing.** Vendor shall cooperate with the DPS, or with any other person or agency as directed by the DPS, in monitoring, auditing, or investigating activities related to this Contract. Vendor shall permit the DPS to evaluate all activities conducted under this Contract as dictated by the DPS. Vendor shall provide auditors retained by the DPS with access to any records and files related to the provision of services under this Contract. The DPS agrees that its auditors will maintain the confidentiality of any trade secrets of Vendor accessed during an audit conducted under this Contract.
- 4. Access to School Premises.** The District shall maintain full, final, and plenary authority to grant, deny, or restrict Vendor, its agents or employees' access to school premises and school-sponsored events, including the authority to determine what services, if any, will be delivered, and by whom, to students on school premises or at school-sponsored events. Nothing in this Contract shall be construed to create any right of access to school facilities or school-sponsored events on the part of Vendor, its agents, or employees, and the District expressly reserves the right to deny or restrict Vendor, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to Vendor. The decision to deny access to Vendor to any student, school facility, or school-sponsored event shall be final and not subject to appeal. The District shall not incur any liability to Vendor for denying or restricting access to school premises or school-sponsored events, with or without cause, and Vendor expressly waives the right to challenge any such a denial or restriction of access in any judicial or administrative action.
- 5. Lunsford Act/Criminal Background Checks.** All parties acknowledge that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. Vendor shall conduct criminal background checks on each of its employees or agents who, pursuant to this Contract, interacts with DPS students or provides services on DPS property or at DPS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall provide documentation to the District of criminal records and background checks before assigning its employees or agents to provide services under this Contract. Vendor shall likewise provide documentation to the District of its annual checks of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any employee or agent be assigned to work with any student or on DPS property or at DPS events if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.

Upon request, Vendor will furnish the DPS with sufficient information to allow the District to perform its own criminal background checks on the Vendor's employees and agents.

Vendor further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The DPS reserves the right to prohibit any contractual personnel of Vendor from delivering goods or providing services under this Contract.

Failure to comply with this provision shall be grounds for immediate termination of the Contract.

6. **Indemnification.** Vendor shall indemnify, defend and hold harmless the DPS, its school board members, officers, agents, and employees from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this Contract or from the omission or commission of any act, lawful or unlawful, by Vendor, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by Vendor in connection with the defense of said matters.
7. **Relationship of Parties.** Vendor shall be an Independent Contractor of the DPS and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Vendor be construed as an employee, agent or principal of the DPS.
8. **Compliance with Applicable Laws.** During the term of this Contract, Vendor shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Contract. Vendor represents that it is aware of and in compliance with the Immigration Reform and Control Act, and that it will collect properly verified I-9 forms from each employee providing services under this Contract. Vendor shall not employ any individuals to provide services to the DPS who are not authorized by federal law to work in the United States.
9. **Applicable DPS Policies.** Vendor acknowledges that the Durham Public Schools Board of Education has adopted policies governing conduct on District property and agrees to abide by any and all relevant DPS policies while on District property.

DRAFT

NORTH CAROLINA EXECUTIVE ORDER NO. 50 (PRICE MATCHING PREFERENCE):

§ 143-59. Preference given to North Carolina products and citizens, and articles manufactured by State agencies; reciprocal preferences.

(a) Preference. – The Secretary of Administration and any State agency authorized to purchase foodstuff or other products, shall, in the purchase of or in the contracting for foods, supplies, materials, equipment, printing or services give preference as far as may be practicable to such products or services manufactured or produced in North Carolina or furnished by or through citizens of North Carolina: Provided, however, that in giving such preference no sacrifice or loss in price or quality shall be permitted; and provided further, that preference in all cases shall be given to surplus products or articles produced and manufactured by other State departments, institutions, or agencies which are available for distribution.

Contract Provisions

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project may be financed with American Recovery and Reinvestment Act of 2009 (hereinafter “ARRA”) Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor’s own workforce and any subcontractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, “OERI”) requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- 1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

**Race to the Top (hereinafter as RttT) will follow same guidelines as American Recovery and Reinvestment Act of 2009.

By signing this form vendor understands and agrees to follow these federal guidelines.

Signature of Vendor

*******Winning vendor will also have to provide Durham Public Schools a signed copy of their W9 and their Dun and Bradstreet number. Failure to sign above and to provide this information may cause their bid to be disqualified.**

NON-APPROPRIATION/CANCELLATION

Lessee's operations are funded under appropriations or budgetary approvals made by Durham Public Schools, on a fiscal year basis. For the fiscal year ended _____, Lessee has received all necessary approvals for the lease of the equipment subject to this Lease and for the payment of the rentals required under this Lease. While similar approvals are expected for each of the future fiscal years during the term of this Lease, such approvals cannot be assured. If, for any such fiscal year, necessary approvals are not received for the continuation of this Lease, then the Lessee shall have the right, exercisable by written notice delivered twenty (20) days prior to the expiration of the then current fiscal year, to terminate this Lease as of the last day of such current fiscal year, subject to the requirements that (a) all obligations of the Lessee under the Lease for the then current fiscal year shall be satisfied in full, (b) the Lessee shall package and return the equipment as directed by Lessor, with all costs of packaging, freight and insurance borne by Lessee and (c) if, within two (2) years after the effective date of termination, necessary approvals are received for the purchase or lease of equipment performing functions similar to those performed by the equipment subject to this lease, then the lessor, at its election, may (I) reinstate this Lease for a term equal to the unexpired term of this Lease as of the date of cancellation by providing like equipment or (II) have a right of refusal to be the seller or lessor in the Lessee's acquisition of like kind equipment. If Lessee purports to cancel this Lease under this Section, then Lessor, as a condition to acceptance of such cancellation, may require the written opinion of Lessee's counsel detailing specifically the circumstances giving rise to the right of cancellation and such counsel's affirmative opinion as to the existence of that right.

Durham Public Schools

By: _____

**Durham Public Schools
Purchasing Office**

**Program Evaluation
Proposal Evaluation Rubric**

RFP #:	
Date:	
Evaluator:	
Contact Information for Evaluator:	
Name of Company/Firm:	

Rating Scale: 1 = poor; 2 = fair; 3 = good; 4 = very good; 5 = excellent

Quality of Proposal	Rating (1-5)	Total
1. Professional qualifications and specialized experience of the firm for the services submitted in the firm's proposal (minimum 3 years experience in similar services).		
2. Specific methodologies for organizational structure and the capacity to provide the services.		
3. Professional qualifications and experience of personnel.		
4. Availability of adequate personnel to provide services and prepare reports within a specific time frame.		
5. Financial stability through the submission of requested documentation.		
6. Past performance conducting previous evaluations.		
7. Three (3) references.		
8. Cost Proposal.		
TOTAL SCORE – _____ (Maximum 40 points)		

Glossary

Accountability: The responsibility of program managers and staff to provide evidence to stakeholders and funding agencies that a program is effective and in conformance with its coverage, service, legal, and fiscal requirements.

Accuracy: The extent to which an evaluation is truthful or valid in what it says about a program, project, or material.

Activities: The actual events or actions that take place as a part of the program.

Cost-benefit analysis: An analysis that combines the benefits of a program with the costs of the program. The benefits and costs are transformed into monetary terms.

Cost-effectiveness analysis: A cost-benefit or cost-effectiveness analysis that takes place after a program has been in operation for some time and that is used to assess actual costs and actual benefits.

Cost-effectiveness analysis: An analysis that combines program costs and effects (impacts). However, the impacts do not have to be transformed into monetary benefits or costs.

Cross-sectional data: Data collected at one point in time from various entities.

Data collection method: The way facts about a program and its outcomes are amassed. Data collection methods often used in program evaluations include literature search, file review, natural observations, surveys, expert opinion, and case studies.

Data-driven decision making: A term used to describe the dissection of various data to make key decisions when it comes to school operations, teachers, and students. Although data has been collected by schools for several decades, the practice of data driven decision making has exploded over the last five years as district leaders have discovered how powerful data can be when promoting school improvement.

Descriptive statistical analysis: Numbers and tabulations used to summarize and present quantitative information concisely.

Evaluability assessment: Determines whether an evaluation is feasible and how stakeholders can help shape its usefulness.

Evaluation design: The logical model or conceptual framework used to arrive at conclusions about outcomes.

Evaluation plan: A written document describing the overall approach or design that will be used to guide an evaluation. It includes what will be done, how it will be done, who will do it, when it will be done, why the evaluation is being conducted, and how the findings will likely be used.

Evaluation strategy: The method used to gather evidence about one or more outcomes of a program. An evaluation strategy is made up of an evaluation design, a data collection method, and an analysis technique

Evidence-based research: A term used to describe a type of research where the researcher is aware of certain evidence before exploring the subject

Executive summary: A nontechnical summary statement designed to provide a quick overview of the full-length report on which it is based.

Experimental (or randomized) designs: Designs that try to ensure the initial equivalence of one or more control groups to a treatment group by administratively creating the groups through random assignment, thereby ensuring their mathematical equivalence. Examples of experimental or randomized designs are randomized block designs, Latin square designs, fractional designs, and the Solomon four-group.

External validity: The ability to generalize conclusions about a program to future or different conditions. Threats to external validity include selection and program interaction, setting and program interaction, and history and program interaction.

Feasibility: An evaluation standard that ensures that an evaluation will be realistic, prudent, diplomatic and frugal.

File review: A data collection method involving a review of program files. There are usually two types of program files: general program files and files on individual projects, clients, or participants.

Focus group: A group of people selected for their relevance to an evaluation that is engaged by a trained facilitator in a series of discussions designed for sharing insights, ideas, and observations on a topic of concern.

Formative evaluation: An evaluation performed to examine various aspects of an on-going program in order to make changes/improvements as the program is being implemented.

Impact evaluation: An evaluation that assesses the overall or net effects – intended or unintended – of the program or technology as a whole.

Implicit design: A design with no formal control group and where measurement is made after exposure to the program.

Implementation evaluation: Monitors fidelity of the program or technology delivery.

Indicator: A specific, observable, and measurable characteristic or change that shows the progress a program is making toward achieving a specified outcome.

Inferential statistical analysis: Statistical analysis using models to confirm relationships among variables of interest or to generalize findings to an overall population.

Informal conversational interview: An interviewing technique that relies on the natural flow of a conversation to generate spontaneous questions, often as part of an ongoing observation of the activities of a program.

Inputs: Resources that go into a program in order to mount the activities successfully.

Internal validity: The ability to assert that a program has caused measured results (to a certain degree), in the face of plausible potential alternative explanations. The most common threats to internal validity are history, maturation, mortality, selection bias, regression artifacts, diffusion, and imitation of treatment and testing.

Logic model: A systematic and visual way to present the perceived relationships among the resources you have to operate the program, the activities you plan to do, and the changes or results you hope to achieve.

Longitudinal data: Data collected over a period of time, sometimes involving a stream of data for particular persons or entities over time.

Measurement validity: A measurement is valid to the extent that it represents what it is intended and presumed to represent. Valid measures have no systematic bias.

Measuring devices or instruments: Devices that are used to collect data. Examples include questionnaires, interview guidelines, and observation record forms.

Meta-analysis: A statistical technique in which the results of two or more studies are mathematically combined in order to improve the reliability of the results. Studies chosen for inclusion in a meta-analysis must be sufficiently similar in a number of characteristics in order to accurately combine their results

Monitor: To audit the development of the program or process as a whole, and of its component projects, in relation to changes in the context and circumstances of their implementation;

Needs assessment: An evaluation that determines who needs the program, how great the need is, and what might work to meet the need.

Objective data: Observations that do not involve personal feelings and are based on observable facts. Objective data can be measured quantitatively or qualitatively.

Objectivity: Evidence and conclusions that can be verified by someone other than the original authors.

Outcome: Actual impacts, benefits or changes for participants during or after your program

Outcome effectiveness issues: A class of evaluation issues concerned with the achievement of a program's objectives and the other impacts and effects of the program, intended or unintended.

Outcome evaluation: The systematic collection of information to assess the impact of a program, present conclusions about the merit or worth of a program, and make recommendations about future program direction or improvement.

Outcomes: The results of program operations or activities; the effects triggered by the program. (For example, increased knowledge, changed attitudes or beliefs, reduced tobacco use, reduced TB morbidity and mortality.)

Outputs: The direct products of program activities; immediate measures of what the program did.

Population: The set of units to which the results of a survey apply.

Primary data: Data collected by an evaluation team specifically for the evaluation study.

Process evaluation: The systematic collection of information to document and assess how a program was implemented and operates.

Program evaluation: The systematic collection of information about the activities, characteristics, and outcomes of programs to make judgments about the program, improve program effectiveness, and/or inform decisions about future program development.

Program goal: A statement of the overall mission or purpose(s) of the program.

Propriety: The extent to which the evaluation has been conducted in a manner that evidences uncompromising adherence to the highest principles and ideals (including professional ethics, civil law, moral code, and contractual agreements).

Qualitative data: Observations that are categorical rather than numerical, and often involve knowledge, attitudes, perceptions, and intentions.

Qualitative methods: A statistical method used to measure data collected during the research and/or experimentation of specific theories and hypotheses.

Quantitative data: Observations that are numerical.

Request for proposal: A solicitation document requesting submittal of proposals in response to a statement of work. Request for Proposals are used as an objective method for contracting for goods and services whereby formal proposals are solicited from qualified vendors.

Resources: Assets available and anticipated for operations. They include people, equipment, facilities, and other things used to plan, implement, and evaluate programs.

Sample size: The number of units to be sampled.

Secondary analysis: The use of data that was collected by someone else for some other purpose. In this case, the researcher poses questions that are addressed through the analysis of a data set that they were not involved in collecting.

Secondary data: Data collected and recorded by another (usually earlier) person or organization, usually for different purposes than the current evaluation.

Stakeholders: People or organizations that are invested in the program or that are interested in the results of the evaluation or what will be done with results of the evaluation.

Standard: A principle commonly agreed to by experts in the conduct and use of an evaluation for the measure of the value or quality of an evaluation (e.g., accuracy, feasibility, propriety, utility).

Statistical analysis: The manipulation of numerical or categorical data to predict phenomena, to draw conclusions about relationships among variables or to generalize results.

Statistical model: A model that is normally based on previous research and permits transformation of a specific impact measure into another specific impact measure, one specific impact measure into a range of other impact measures, or a range of impact measures into a range of other impact measures.

Subjective data: Observations that involve personal feelings, attitudes, and perceptions. Subjective data can be measured quantitatively or qualitatively.

Summative evaluation: A summative evaluation is conducted to document the results of a program.

Utility: The extent to which an evaluation produces and disseminates reports that inform relevant audiences and have beneficial impact on their work.

References

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- Rockwood School District. (2007). Program Evaluation Plan. Eureka, Missouri. Retrieved 24 July 2013 from www.rockwood.k12.mo.us/dataquality/Program%20Evaluation
- Wall, Janet E., EdD, EDFI. (n.d.). Program Evaluation Model 9-Step Process. Retrieved 7, June 2013 from <http://programevaluationmodel9-stepprocess>.

Formal Program Evaluation Plan

Administrative Services Committee

August 8, 2013

Presentation Outline

- Provide an overview of the proposed DPS Program Evaluation Plan
- Share the benefits of implementing a formal program evaluation process
- Discuss Next Steps

Program Evaluation

DESCRIPTION

- purposeful and systematic
- carefully collects data for analysis
- establishes accountability
- identifies areas needing change and improvement
- applicable to all programs & major initiatives

GOALS

- provide “useful feedback” to:
 - sponsors
 - donors
 - client-groups
 - administrators
 - staff
 - other stakeholders
- inform decision-making process

Employing a Formal Process

Evaluating DPS Programs & Major Initiatives

Benefits

- **Gain insight** – see where we are going, where we are coming from, what works and what does not
- **Improve practice** – modify or adapt practice to enhance success
- **Assess program effects** – determine how well we are meeting goals and objectives; understand program benefits; and provide evidence of effectiveness
- **Build capacity** – inform budgetary decisions; improve academic outcomes; and strengthen accountability

Types of Program Evaluations

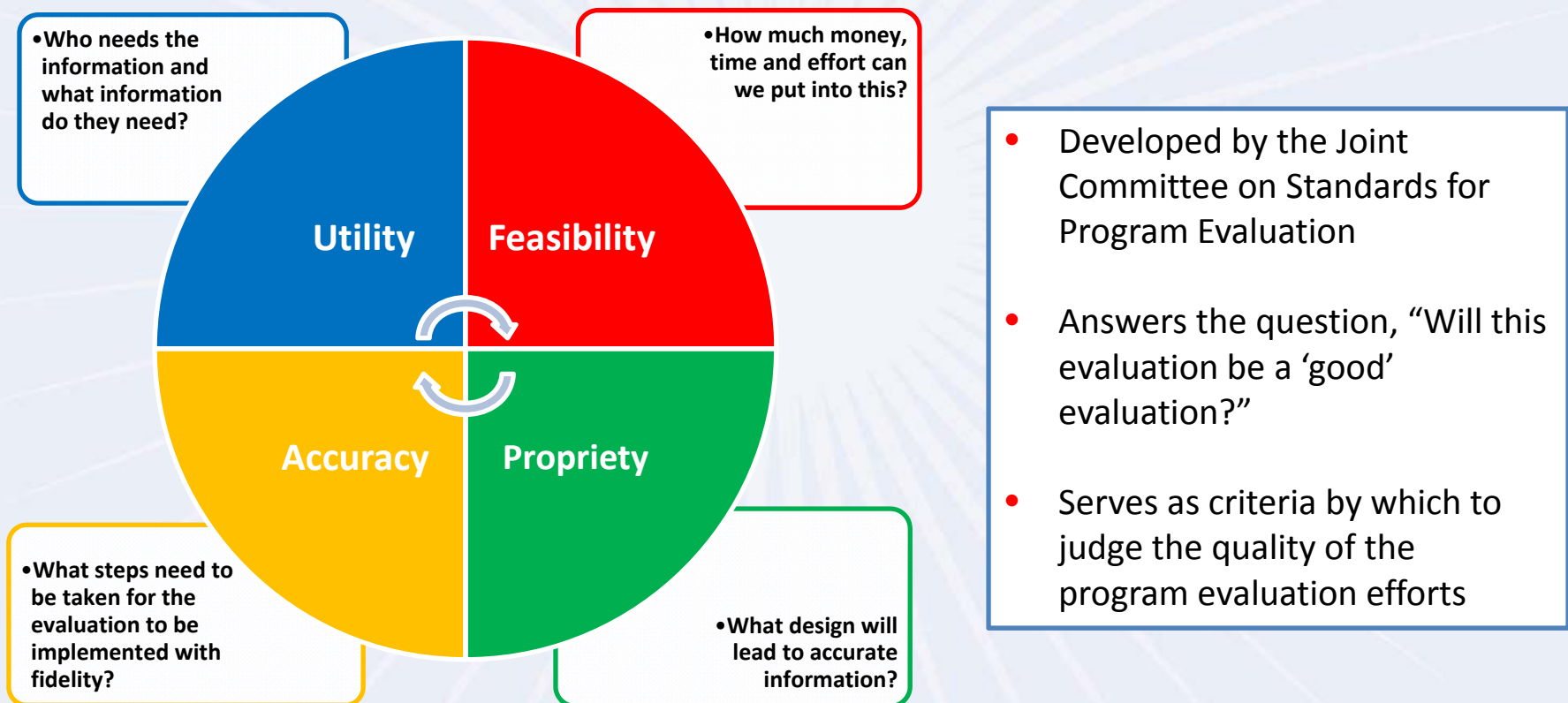
Formative

- Evaluability Assessment
- Implementation Evaluation
- Needs Assessment
- Process Evaluation
- Structured Conceptualization

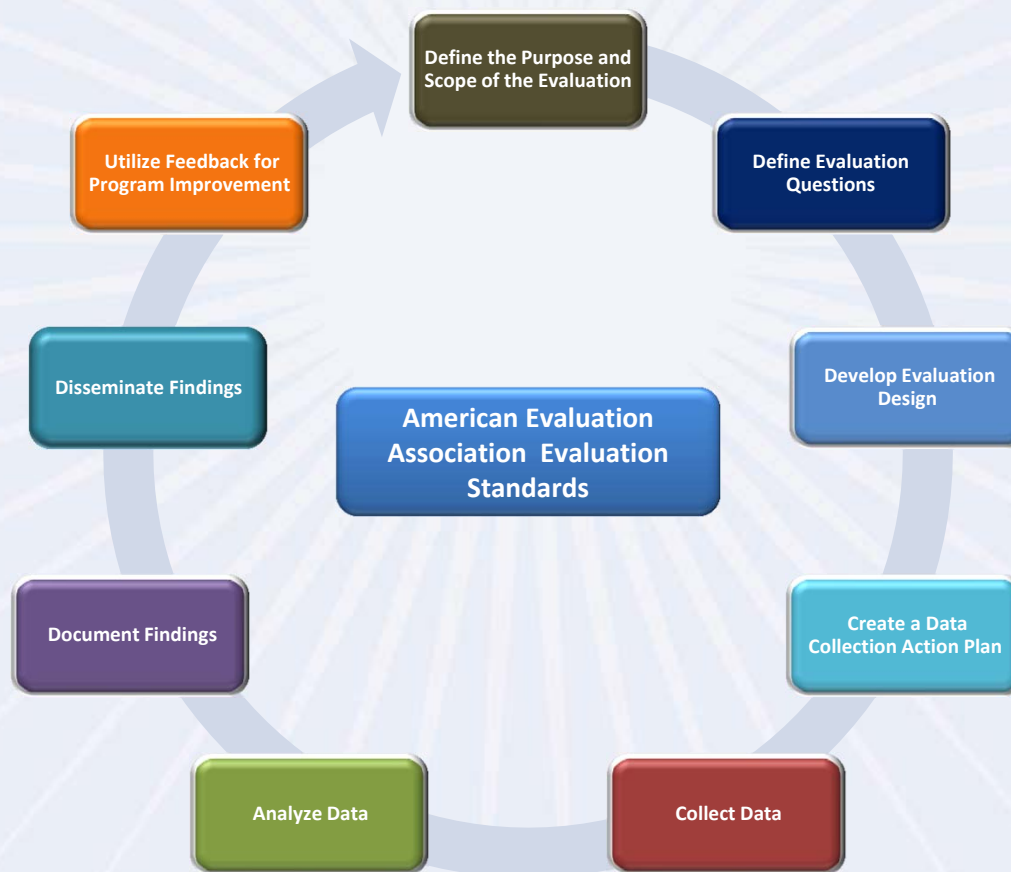
Summative

- Cost-effectiveness
- Cost-benefit Analysis
- Impact Evaluation
- Meta-Analysis
- Outcome Evaluations
- Secondary Analysis

National Program Evaluation Standards

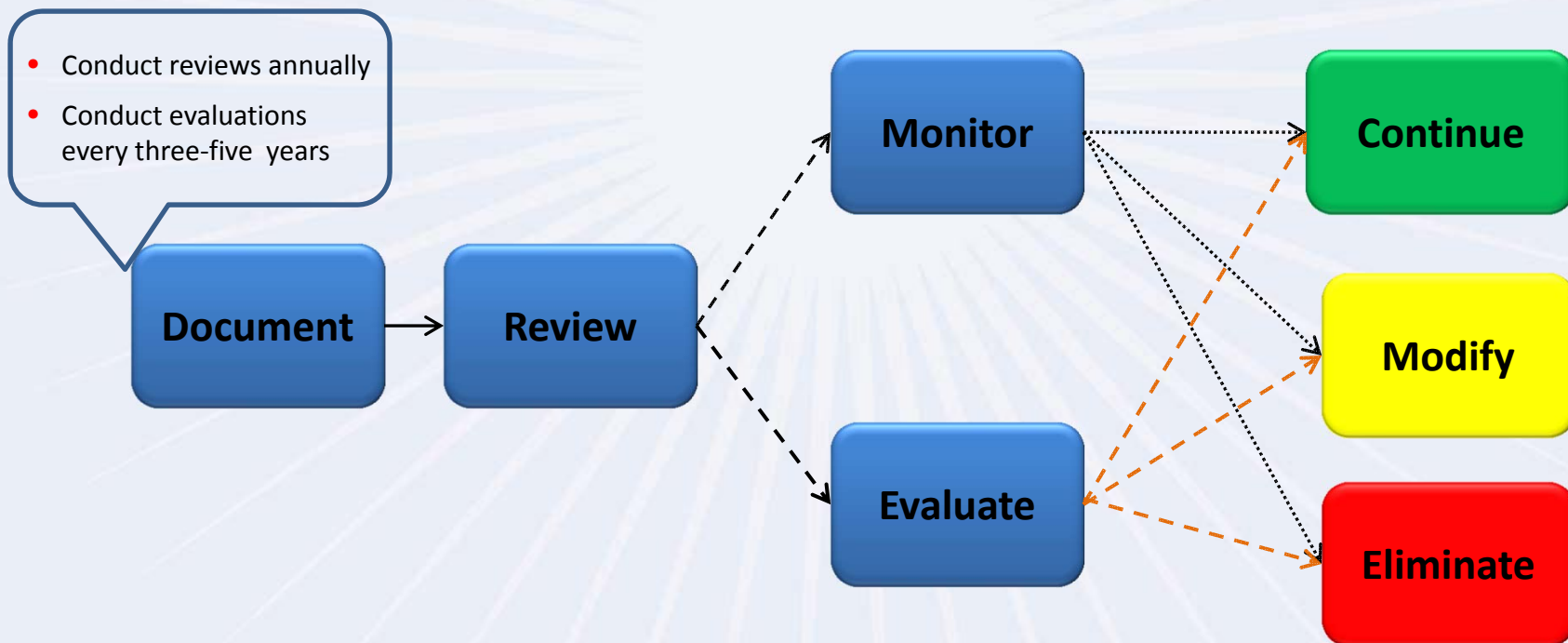


Program Evaluation Cycle



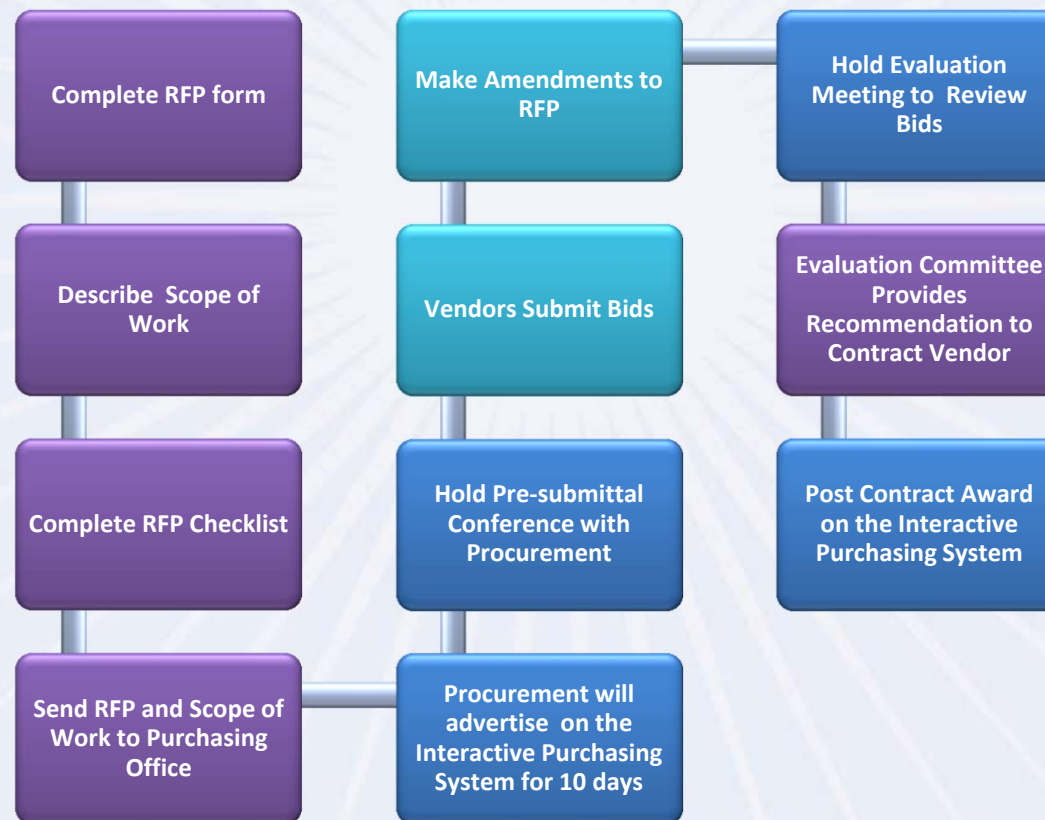
DPS' Formal Evaluation Process

Project Champions share responsibility for documenting, monitoring, and evaluating the quality of district programs & major initiatives



Selecting Evaluators

Request for Proposals (RFP) Process



Next Steps

- Complete Master Program Evaluation Calendar
- Initiate process for program evaluations scheduled for 2013-14; and complete those already in progress
- Utilize evaluation results to inform strategic planning/funding processes

A large, light blue sunburst graphic with many thin rays radiating from a central point, filling the majority of the slide's background.

Discussion



Date: August 8, 2013

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Minority Male Achievement in Durham Public Schools

Staff Liaison Present: Dr. Eric J. Becoats

Phone # 560-3749

Main Points:

- At the June 27, 2013 meeting, the board approved bringing the Single Gender Academy back to the Administrative Services Committee for discussion.

Administration submits this item for Board discussion.

Fiscal Implications:

- Funding decisions will be developed depending on the Board’s discussion.

Strategic Plan Alignment:

Goal 1.2 – Durham Public Schools will expand opportunities for academic acceleration to eliminate achievement gaps and ensure annual growth as measured by district, state and local assessments.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

Male Achievement in Durham Public Schools

Background:

The achievement level of males in Durham Public Schools (DPS) is far below our strategic plan goal of 80% in both reading and math. In reading, only 55% of males perform at or above grade level, and only 62% reach that level in algebra 1. This troubling disparity was addressed, in part, in our One Vision One Durham strategic plan in which the Board approved the district to conduct a feasibility study for a college preparatory boarding school that would serve minority males. This study was completed in October 2012.

The results of the study show that it is feasible to develop an all-male school, but it should be non-boarding due to financial reasons. The district also received counsel that opening a school for only minority boys is not allowed; therefore, the district modified its plan to open a school for boys of any ethnicity or race.

After deciding to pursue the creation and opening of a single-gender school, the district created a task force made up of a school board member and community members who engaged in a review process to determine next steps. The task force and the full Board were kept abreast of study findings, research, and legal opinions. In fact, as work continued, the district's legal counsel recommended that we include in our plan a school for girls to avoid legal proceedings alleging gender discrimination. It is worth noting that this legal opinion applies specifically to male-only schools and does not apply to gender-specific programming within the district.

After several meetings, school visits, and extensive reviews of research, the task force recommended that Durham Public Schools move forward with opening a single gender school for boys and one for girls.

Current Status

Though the Board and the district administration is in agreement that there is a need for specialized programming to focus on improving achievement levels for males in Durham Public Schools, there is not yet consensus on the best way to provide it. As a result, when the Board deliberates a decision about single-gender schools during the June 27 meeting, the administration recommends the following:

1. DPS will develop programming to specifically address the achievement level for males;
2. DPS will pilot no more than three male achievement programs for two years *within existing district schools*;

3. DPS will study the results of these pilot programs and identify areas of success and need;
4. Based upon pilot study results, DPS will determine next steps for possible pilot expansion or modification.
5. In order to minimize expenses, DPS will not initially pursue use of the Cornwallis site (Maureen Joy) or the WG Pearson building. However, future partnerships or usage of either of these sites or others to be determined may be considered at a later date.

Next Steps

If approved, the district will determine the pilot schools based upon data and support of the school leadership. The administration will work with task force members to expand the development of the male achievement program pilot with emphasis on implementation no later than August 2014. A comprehensive plan will be developed to include costs, timeline and other factors to consider when implementing the pilot.

With direction from the Board of Education and task force members, the administration will also continue to investigate the viability of a charter-like partnership within the district by establishing a new organization with a community board, administrative guidelines, financial oversight, etc.

Finally, DPS will continue to keep the Board up-to-date on any new developments.